

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM709713

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GARY THOMPSON AGENCY, INC.		02/21/2022	Corporation: NEBRASKA
THE HERSHEY INSURANCE GROUP, INC.		02/21/2022	Corporation: MICHIGAN
RECEIVING PARTY DATA			
Name:	ARES CAPITAL CORPORATION		
Street Address:	245 PARK AVENUE		
Internal Address:	44TH FLOOR		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4654159	H	
Registration Number:	3510397	MEMBERS HOME & AUTO	
Registration Number:	2603186	MEMBER'S HOME & AUTO	
CORRESPONDENCE DATA			
Fax Number:	3105572193		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	310-557-2900		
Email:	KLATHROP@PROSKAUER.COM		
Correspondent Name:	PROSKAUER ROSE LLP		
Address Line 1:	2029 CENTURY PARK EAST, SUITE 2400		
Address Line 2:	C/O KIMBERLEY A. LATHROP		
Address Line 4:	LOS ANGELES, CALIFORNIA 90067		
ATTORNEY DOCKET NUMBER:	11668.501		
NAME OF SUBMITTER:	Kimberley A. Lathrop		
SIGNATURE:	/Kimberley A. Lathrop/		

CH \$90.00 4654159

DATE SIGNED:	02/22/2022
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Total Attachments: 6

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**SECURITY AGREEMENT SUPPLEMENT
FOR TRADEMARKS**

SUPPLEMENT NO. 2 (this “Supplement”), dated as of February 21, 2022 to the Security Agreement, dated as of April 16, 2021 (as supplemented by Security Agreement Supplement No. 1, dated as of July 26, 2021, Security Agreement Supplement No. 2, dated as of September 3, 2021, Security Agreement Supplement No. 3, dated as of October 4, 2021, Security Agreement Supplement No. 4, dated as of November 22, 2021 and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Grantors (as defined therein) and Ares Capital Corporation (“Ares”), as collateral agent (in such capacity and together with its successors and assigns, the “Collateral Agent”) for the Secured Parties.

A. Reference is made to that certain Credit Agreement, dated as of April 16, 2021 (as amended by Amendment No. 1 to Credit Agreement, dated as of August 11, 2021, Amendment No. 2 to Credit Agreement, dated as of February 4, 2022 and as further amended, restated, amended and restated, extended, replaced, refinanced, supplemented or otherwise modified from time to time, the “Credit Agreement”), among High Street Buyer, Inc., a Delaware corporation (the “Borrower”), High Street Intermediate, Inc., a Delaware corporation (“Holdings”), Ares, as administrative agent (in such capacity, and together with its successors and permitted assigns, the “Administrative Agent”) and collateral agent (in such capacity, and together with its successors and permitted assigns, the “Collateral Agent”), each L/C Issuer and Swing Line Lender from time to time party thereto and each Lender from time to time party thereto, pursuant to which the Lenders have severally agreed to make Loans, the L/C Issuers to issue Letters of Credit to the Borrower and certain other Secured Parties to make other financial accommodations to the Borrower and the Restricted Subsidiaries.

B. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Security Agreement referred to therein.

C. In connection with the Credit Agreement, the Borrower and the other Grantors have entered into the Security Agreement in order to induce the Lenders to make Loans, the L/C Issuers to issue Letters of Credit and certain other Secured Parties to make other financial accommodations to the Borrower and Restricted Subsidiaries. Section 6.14 of the Security Agreement provides that certain Persons may become Grantors under the Security Agreement by execution and delivery of an instrument in the form of this Supplement. The undersigned Persons (each, a “New Grantor”) is executing this Supplement in accordance with the requirements of the Credit Agreement to become a Grantor under the Security Agreement in order to induce the Lenders to make Loans, the L/C Issuers to issue Letters of Credit and certain other Secured Parties to make other financial accommodations to the Borrower and the Restricted Subsidiaries.

Accordingly, the Collateral Agent and each New Grantor agree as follows:

SECTION 1. In accordance with Section 6.14 of the Security Agreement, each New Grantor by its signature below becomes a Grantor under the Security Agreement with the same force and effect as if originally named therein as a Grantor and each New Grantor hereby (a) agrees to all the terms and provisions of the Security Agreement applicable to it as a Grantor thereunder and (b) represents and warrants that the representations and warranties made by it as a Grantor thereunder are true and correct on and as of the date hereof. Each reference to a “Grantor” in the Security Agreement shall be deemed to include each New Grantor. The Security Agreement is hereby incorporated herein by reference.

SECTION 2. Each New Grantor represents and warrants to the Collateral Agent and the other Secured Parties that this Supplement has been duly authorized, executed and delivered by it and

constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, except as such enforceability may be limited by Debtor Relief Laws and by general principles of equity.

SECTION 3. This Supplement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Supplement shall become effective when the Collateral Agent shall have received a counterpart of this Supplement that bears the signature of each New Grantor, and the Collateral Agent has executed a counterpart hereof. Delivery of an executed signature page to this Supplement by facsimile transmission or other electronic communication (including “.pdf” or “.tif” files) shall be as effective as delivery of a manually signed counterpart of this Supplement.

SECTION 4. Each New Grantor hereby represents and warrants that set forth on Schedule I attached hereto is a true and correct schedule of the Collateral owned by such New Grantor consisting of registered Trademarks and Trademarks for which applications are pending in the United States Patent and Trademark Office (excluding any Excluded Property).

SECTION 5. Each New Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the Collateral (excluding any Excluded Property), including:

- (a) all Trademarks, including the registered Trademarks and Trademarks for which applications are pending in the United States Patent and Trademark Office that are set forth in Schedule I hereto;
- (b) all Proceeds and products of the foregoing; and
- (c) all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks, or unfair competition regarding the same.

SECTION 6. This Supplement has been entered into in conjunction with the provisions of the Security Agreement. Each New Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Supplement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 7. Each New Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Supplement.

SECTION 8. Except as expressly supplemented hereby, the Security Agreement shall remain in full force and effect.

SECTION 9. THIS SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK. The provisions of Section 6.09(b) of the Security Agreement are incorporated herein, mutatis mutandis.

SECTION 10. In case any one or more of the provisions contained in this Supplement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular

jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 11. All communications and notices hereunder shall be in writing and given as provided in Section 6.01 of the Security Agreement.

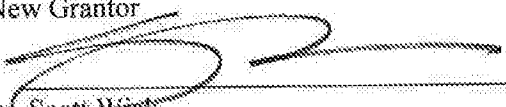
SECTION 12. Reimbursement of the Collateral Agent's expenses under this Supplement shall be governed by the applicable sections of the Security Agreement.

SECTION 13. Conflicts; Acceptable Intercreditor Agreement. Notwithstanding anything herein to the contrary, the Liens and Security Interest granted to the Collateral Agent pursuant to this Supplement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of any Acceptable Intercreditor Agreement entered into after the date hereof. In the event of any conflict between the terms of any Acceptable Intercreditor Agreement entered into after the date hereof and this Supplement, the terms of such Acceptable Intercreditor Agreement shall govern and control.

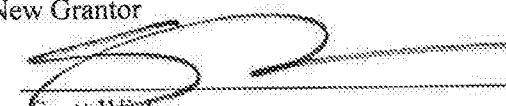
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IN WITNESS WHEREOF, each New Grantor and the Collateral Agent have duly executed this Supplement to the Security Agreement as of the day and year first above written.

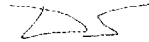
GARY THOMPSON AGENCY, INC.,
as a New Grantor

By: 
Name: ~~Scott Wick~~
Title: Chief Executive Officer

THE HERSHEY INSURANCE GROUP, INC.,
as a New Grantor

By: 
Name: ~~Scott Wick~~
Title: Chief Executive Officer

ARES CAPITAL CORPORATION, as Collateral Agent




By: _____

Name: David Schwartz

Title: Authorized Signatory

SCHEDULE I

United States Trademark Registrations and Trademark Applications

Registered owner/ Grantor	Trademark	Registration No. or Application No.
THE HERSHEY INSURANCE GROUP, INC.	H and Design 	RN: 4654159 SN: 86113453
THE HERSHEY INSURANCE GROUP, INC.	MEMBERS HOME& AUTO	RN: 3510397 SN: 76681749
THE HERSHEY INSURANCE GROUP, INC.	MEMBER'S HOME & AUTO	RN: 2603186 SN: 76267570
GARY THOMPSON AGENCY, INC.	AURORA INSURANCE	RN: NE 1912238888
GARY THOMPSON AGENCY, INC.	GTA INSURANCE GROUP	RN: NE 1911230405
GARY THOMPSON AGENCY, INC.	KUHL INSURANCE AGENCY	RN: NE 10192574
GARY THOMPSON AGENCY, INC.	SHAW, INC.	RN: NE 1912238911
GARY THOMPSON AGENCY, INC.	WEBER INSURANCE AGENCY, INC.	RN: NE 10259950